SOLICITATION/	CONTRACT/OF ROR TO COMPLE				MS	1. REQUISIT W34DDC-42					PAGE	E 1 OF 10	
2. CONTRACT NO.		R NUMBER	-		5. SOLICITATION N91248-04-			6. SOLICITATION ISSUE DATE 10-Sep-2004					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME KEVIN J. D					270 798-785			DUE DATE/LOCAL TIME M 17 Sep 2004			
9. ISSUED BY DIRECTORATE OF CO ACA, FORT CAMPBEL BLDG 2174 13 1/2 ST FORT CAMPBELL KY	10. THIS ACQUISITION IS UNRESTRICTED X SET ASIDE: 100 % FOR X SMALL BUSINESS HUBZONE SMALL BUSINESS 8(A) NAICS: 332994				11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING								
TEL: FAX:		SIZE STANDARD: 1000				14. METHOD OF SOLICITATION X RFQ IFB RFP							
15. DELIVER TO DIV PBO OFFICE, 1LT CONOVER - S-4/1-18 BUILDING 5207, DESERT STORM AVE. FORT CAMPBELL KY 422 TEL: 798-6003 FAX:		CODE V	VOU48H		16. ADMINISTE	RED BY		Į!		С	ODE		
17a.CONTRACTOR/	OFFEROR		CODE		18a. PAYMENT	WILL BE MAD	E BY	<u>'</u>		C	ODE		
TEL.		FAC CO	CILITY DE										
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM							
19. ITEM NO.		20. SCHEDU	ILE OF SUPP	LIES/ SEF	RVICES	2	 21. C	QUANTITY	22. UNIT	23. UNIT	PRICE	24. AMOUNT	
			SEE SCHE	DULE									
25. ACCOUNTING AN	D APPROPRIATION D	ATA							26. TOTAL AV	VARD AMOU	NT (For Go	vt. Use Only)	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAI 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.2						L.					╣	ARE NOT ATTACHED ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITE SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEE SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.													
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a.UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 31c. DATE SIGNED							
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) 30c. DATE SIGNED						31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:							

AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002) Prescribed by GSA FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)													P.	AGE 2 OF 10	
19.	ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES								21. QUAN	ITITY	22. UNIT	23. UNIT	PRICE	24. AMOUNT
19.	ITEM NO.				20. SCH	SEE SCHE		SERVICES		21. QUAN	ITITY	22. UNIT	23. UNIT	PRICE	24. AMOUNT
322 0	QUANTITY IN CO	L LIMNI 2	1 11 10 1	DEEN											
	RECEIVED														
Ш,	L]	0.25	L	CCEPTED,	AND CONFORM	IS TO THE C	ONTRACT, EX	CEPT AS N	OTED:					
	2b. SIGNATURE OF AUTHORIZED GOVERNMENT				1			2d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT							
REPRESENTATIVE				RE			EPRESENTATIVE								
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENT				ATIVE 32f. TELE			LEPHONE NUMBE	PHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE							
				32g. E-M			MAIL OF AUTHORI	IL OF AUTHORIZED GOVERNMENT REPRESENTATIVE							
33. SH	IIP NUMBER				35. AMOUNT VERIFIED			36. PAYMENT 37. CHECK NUMB					K NUMBER		
F	PARTIAL				CORR	CORRECT FOR		COMPLETE PARTIAL FINAL							
38. S/F	R ACCOUNT NU	MBER	3	9. S/R V	OUCHER N	IUMBER	40. PAID BY	,							
41a. I (CERTIFY THIS A	CCOUN	T IS CC	RRECT	AND PROF	ER FOR PAYM	L ENT	42a. R	ECEIVED B	Y (Print)					
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE											
							ECEIVED A								
					42c. D/	ATE REC'D	(YY/MM/DD)	(YY/MM/DD) 42d. TOTAL CONTAINERS							

AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002) BACK Prescribed by GSA FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

0001 50 Each

CQB MUZZLE BRAKE

FFP

SUPPRESSORS. SEE ATTACHED SPECIFICATION PURCHASE REQUEST NUMBER: W34DDC-4223-0009

NET AMT

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
0001 Destination Government Destination Government

DELIVERY INFORMATION

CLIN DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

0001 10-NOV-2004 50 DIV PBO OFFICE, WOU48H
1LT CONOVER - S-4/1-187TH INF

BUILDING 5207, DESERT STORM AVE. FORT CAMPBELL KY 42223

798-6003

FOB: Destination

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[http://www.arnet.gov/far/; http://farsite.hill.af.mil/

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

52.212-4 Contract Terms and Conditions--Commercial Items OCT 2003
252.212-7001 Contract Terms and Conditions Required to Implement JUN 2004
Statutes or Executive Orders Applicable to Defense

Acquisitions of Commercial Items

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2004)

- (a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995 (41 U.S.C. 253g and 10 U.S.C. 2402).
(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).
(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___(4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

- ____(ii) Alternate I (MAR 1999) to 52.219-5.
- ____(iii) Alternate II to (JUNE 2003) 52.219-5.
- _X__ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-6.
(iii) Alternate II (MAR 2004) of 52.219-6.
(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
(ii) Alternate I (OCT 1995) of 52.219-7.
(iii) Alternate II (MAR 2004) of 52.219-7.
(7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
(8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
(ii) Alternate I (OCT 2001) of 52.219-9
(iii) Alternate II (OCT 2001) of 52.219-9.
(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
(ii) Alternate I (JUNE 2003) of 52.219-23.
(11) 52.219-25, Small Disadvantaged Business Participation ProgramDisadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
(12) 52.219-26, Small Disadvantaged Business Participation ProgramIncentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
(13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
_X (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
_X (15) 52.222-19, Child LaborCooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).
_X (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
_X (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
_X (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
_X (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
_X (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
(21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
(22) 52.225-1, Buy American ActSupplies (JUNE 2003) (41 U.S.C. 10a-10d).
(23)(i) 52.225-3, Buy American ActFree Trade AgreementsIsraeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
(ii) Alternate I (JAN 2004) of 52.225-3.
(iii) Alternate II (JAN 2004) of 52.225-3.
(24) 52.225-5, Trade Agreements (Jun 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
(25) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
(26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
(27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
(28) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
(29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
_X (30) 52.232-33, Payment by Electronic Funds TransferCentral Contractor Registration (OCT 2003) (31 U.S.C. 3332).
(31) 52.232-34, Payment by Electronic Funds TransferOther than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
(32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
(33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
(34)(i) 52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
(ii) Alternate I (APR 1984) of 52.247-64.
(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]
(1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).
(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
(3) 52.222-43, Fair Labor Standards Act and Service Contract ActPrice Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

- ____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
- (vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

ADDENDUM

ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS

The following contract terms and conditions, and/or changes are hereby incorporated and made a part of this contract:

- 1. Changes to FAR clause, 52.212-4, Contract Terms and Conditions Commercial Items:
- a. Paragraph (g): add "SUBMISSION OF INVOICES: When DFAS-Rome is the designated agency paying office, submit invoices in electronic form through the Wide Area Workflow Receipt and Acceptance (WAWF-RA), https://rmb.ogden.disa.mil or Web Invoicing System (WinS) https://ecweb.dfas.mil. Rome's POC is Diane Morczek, (315) 330-6800, DSN 220-6800, e-mail diane.morczek@dfas.mil.
- b. Paragraph (o): add, "ADDITIONALLY, THE GOVERNMENT WILL ACCEPT THE OFFEROR'S STANDARD COMMERCIAL WARRANTY."

NOTE 1: A completed copy of FAR 52.212-3, REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS will be required upon notification that the contractor has been awarded the purchase order.

NOTE 2: REQUIRED CENTRAL CONTRACTOR REGISTRATION (DFARS 252.204-7004)

- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
 - (3) Lack of registration in the CCR database will make an offeror ineligible for award.

TAX ID:

DUNS:

REMIT TO: SAME AS BLOCK 17a

DIRECTORATE OF CONTRACTING WEB ADDRESS:

www.campbell-doc.army.mil

Directorate of Contracting POC: Kevin Day, (270) 798-7854

Government POC for Delivery Coordination and Receiving Reports:

DELIVERY: PARTIAL DELIVERIES WILL BE ACCEPTABLE AT NO ADDITIONAL COST TO THE GOVERNMENT.

252.232-7003 Electronic Submission of Payment Requests (JAN 2004)

- (a) Definitions. As used in this clause—
- (1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.

- (2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.
- (3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.
- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:
- (1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at https://wawf.eb.mil.
- (2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at https://ecweb.dfas.mil.
- (3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.
 - $(i) \ \ Information \ regarding \ EDI \ formats \ is \ available \ on \ the \ Internet \ at$

http://www.X12.org.

- (ii) EDI implementation guides are available on the Internet at http://www.dfas.mil/ecedi.
 - (4) Another electronic form authorized by the Contracting Officer.
- (c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.
- (d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

NOTE: To obtain the status of a payment, whether the receiver or invoice is in CAPS-W and if the payment is set for payment, vendors, budget personnel, and receiving activities may check VPIS by going to non-Mocas system, then query by contract number at the following web site.

http://www.dfas.mil/money/vendor/

SPECIFICATION

CQB MUZZLE BRAKE SUPPRESSORS

1. Specifications for the COB Muzzle BrakeSuppressors are:

a. Caliber: 5.56mm/.223 caliber

b. Diameter: 1.5 inches

- c. Length past the muzzle brake: 3.5 inches (maximum)
- d. Overall length: 7.25 inches (maximum)
- e. Weight: 17 ounces (maximum)
- f. Construction: Fusion welded 300 series stainless steel
- g. Sound Attenuation: 30db or better.
- h. Endurance: Meets SOPMOD objective at 30,000 rounds under various firing schedules.
- i. Complete unit inlcudes suppressor, threaded muzzle brake, thread protector and barrell shim..

Color: All parts Black or Dark Gray.

2. OPS Inc., 15^{th} Model CQB MBS or equal. If quoting an "equal" item, vendor must provide descriptive literature with quote, via facsimile (270) 798=7548 or email $\frac{dayk@campbell.army.mil}{dayk@campbell.army.mil}$.